

EXHIBIT 3

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

IN RE: HIGH-TECH EMPLOYEE)
ANTITRUST LITIGATION)
) No. 11-CV-2509-LHK
THIS DOCUMENT RELATES TO:)
ALL ACTIONS.)
_____)

CONFIDENTIAL - ATTORNEYS' EYES ONLY

VIDEO DEPOSITION OF LORI McADAMS

AUGUST 2, 2012

Reported by: Rosalie A. Kramm, CSR No. 5469, CRR

12:54:01 1 reciprocal, right?

12:54:04 2 A. I don't know for sure. I -- you know, I -- I
12:54:08 3 don't know.

12:54:09 4 Q. Well, didn't you have -- you had no expectation
12:54:13 5 at all about how Lucasfilm -- about whether or not
12:54:17 6 Lucasfilm would behave in a reciprocal fashion?

12:54:20 7 A. I -- I thought they would behave in the same
12:54:22 8 fashion, but I don't know for sure if they did or not.

12:54:25 9 Q. You're saying you don't know if they actually
12:54:27 10 abided by the agreement, but you thought you had an
12:54:29 11 agreement with them to that effect, to that reciprocal
12:54:33 12 effect, correct?

12:54:34 13 A. I thought we had an understanding of -- of the
12:54:37 14 gentleman's agreement, and so, yes, I thought they
12:54:39 15 followed it, but I don't know if they did or not.

12:54:42 16 Q. Okay. Now, how was -- were you the person who
12:54:49 17 reached this agreement with some counterpart at
12:54:53 18 Lucasfilm, or did someone else at Pixar do it and tell
12:54:56 19 you about it?

12:54:57 20 A. I was not the person who reached this
12:55:00 21 agreement, and -- and I don't know who did.

12:55:03 22 Q. Well, how did you first come to learn, then,
12:55:06 23 that there was such an agreement?

12:55:09 24 A. I don't remember how I learned of the
12:55:11 25 understanding.

12:55:14 1 Q. When did you learn of the understanding?

12:55:17 2 A. During my time at Lucasfilm.

12:55:20 3 Q. So when would that have been, again?

12:55:23 4 A. Well, I was at Lucasfilm from 1984 through

12:55:26 5 1998, and that understanding was in place at that time.

12:55:32 6 Q. Can you tell me approximately when? I mean

12:55:34 7 going all the way -- there was no Pixar in 1984, was

12:55:37 8 there?

12:55:38 9 A. Correct. That was our computer division.

12:55:40 10 Q. Right. So refresh my memory. When did Pixar

12:55:43 11 become its own independent company?

12:55:45 12 A. Pixar was sold in February of 1986.

12:55:49 13 Q. Okay. So did the agreement -- how soon after

12:55:54 14 that sale did this agreement come into being?

12:55:58 15 A. I -- it was a -- I don't remember when the

12:56:00 16 understanding or gentleman's agreement came to be.

12:56:03 17 Q. You just came -- you just became aware of it at

12:56:06 18 some point during your 14 years at Lucasfilm?

12:56:10 19 A. Correct.

12:56:11 20 Q. Can you remember who told you about it?

12:56:13 21 A. I don't.

12:56:16 22 Q. When you were at Lucasfilm, were you the

12:56:20 23 director of HR or was there somebody over you in an HR

12:56:23 24 capacity?

12:56:25 25 A. Both. It varied in my time there.

12:56:28 1 Q. Okay. By the time you left, were you the
12:56:29 2 director of HR?

12:56:30 3 A. I was the director of HR for one of the Lucas
12:56:33 4 entities. There were multiple Lucas entities.

12:56:36 5 Q. Which Lucas entity?

12:56:38 6 A. Lucas Digital.

12:56:39 7 Q. What is the business of Lucas Digital?

12:56:42 8 A. At that time -- I'm not sure what it is today,
12:56:45 9 but at that time it was Industrial Light and Magic, the
12:56:50 10 visual effects business, and Skywalker Sound, the sound
12:56:54 11 business.

12:56:55 12 Q. When you became the director of HR for Lucas
12:56:57 13 Digital, to whom did you report?

12:57:02 14 A. I had a mult- -- multiple bosses in my time in
12:57:06 15 that role.

12:57:07 16 Q. Was there a -- was it a particular position
12:57:09 17 that you reported to? Did you report to the president?
12:57:11 18 Did you report to the chairman?

12:57:13 19 A. I --

12:57:14 20 Q. The CEO?

12:57:15 21 A. I don't remember the -- yeah, I don't remember
12:57:16 22 the positions, but it was usually the -- the general
12:57:21 23 manager or the person who was in charge of the operation.

12:57:32 24 Q. Did you -- while you were at Lucasfilm, did you
12:57:35 25 ever talk to anybody at Pixar about this agreement or

13:00:32 1 more senior executives of Lucasfilm?

13:00:36 2 A. Not that I remember.

13:00:37 3 Q. Did you ever talk about it with George Lucas?

13:00:39 4 A. No.

13:00:57 5 Q. Who was the name of the person you talked
13:00:59 6 about -- I'll -- let me rephrase it differently.

13:01:03 7 Who -- what is the name of the person you spoke
13:01:05 8 with about this agreement, who was the head of the
13:01:08 9 computer graphics division?

13:01:09 10 A. That was Gail Curry.

13:01:12 11 Q. And she was the -- what exactly was her
13:01:14 12 position?

13:01:15 13 A. I don't remember specifically what her position
13:01:18 14 was, but she oversaw the computer graphics division of
13:01:21 15 ILM.

13:01:22 16 Q. Okay. Did this come up in the context of
13:01:28 17 somebody actually wanting to hire somebody from Pixar or
13:01:32 18 somebody -- or Pixar hiring somebody from Lucasfilm?

13:01:36 19 A. I -- I think so. Yeah. I think it -- think it
13:01:41 20 came up with someone on her team. And that's when we
13:01:47 21 discussed it.

13:01:55 22 Q. Did you ever become aware either at
13:01:59 23 Lucasfilm -- while you were at Lucasfilm or while you
13:02:02 24 were at Pixar that this agreement was known to the most
13:02:09 25 senior executives of both companies?

13:02:13 1 MS. HENN: Sorry. Could you read back that
13:02:24 2 question?

13:02:25 3 (Record was read as follows: "Did you ever
13:02:25 4 become aware either at Lucasfilm -- while you were at
13:02:25 5 Lucasfilm or while you were at Pixar that this agreement
13:02:25 6 was known to the most senior executives of both
13:02:25 7 companies?")

13:02:26 8 THE WITNESS: No.

13:02:28 9 BY MR. GLACKIN:

13:02:36 10 Q. Did anyone at Pixar ever tell you the reason
13:02:38 11 that this agreement was reached?

13:02:42 12 A. Not that I remember.

13:02:46 13 Q. So you don't know why the agreement was
13:02:47 14 reached.

13:02:50 15 A. It had always been there, so I don't remember
13:02:53 16 anyone telling me why it was there for so long.

13:02:58 17 Q. Did you ever discuss this agreement with Sharon
13:03:01 18 Coker while you -- to be clear, while you were at Pixar
13:03:07 19 and Sharon Coker was at Lucasfilm, did you ever discuss
13:03:12 20 this agreement with her?

13:03:13 21 A. I don't remember specifically, but I may have.

13:03:17 22 Q. Did this ever -- did this agreement ever come
13:03:21 23 into effect? Did you ever have to have a conversation
13:03:23 24 with Lucasfilm about enforcing it?

13:03:27 25 A. I don't remember having a conversation with

13:03:29 1 Lucasfilm to enforce the gentleman's agreement. I did
13:03:35 2 make calls to Lucasfilm occasionally to tell them that we
13:03:38 3 had made an offer to someone, yes.

13:03:40 4 Q. Okay. About how many times did that happen?

13:03:43 5 A. Not frequently. A few times a year, maybe. I
13:03:51 6 couldn't say.

13:03:57 7 Q. Was this agreement -- did you ever tell anyone
13:04:02 8 else in -- at Pixar about the existence of this
13:04:05 9 agreement?

13:04:08 10 A. I would have explained to the recruiters what
13:04:11 11 our gentleman's agreement and understanding was with
13:04:14 12 Lucasfilm, yes.

13:04:17 13 Q. Did Pixar ever announce the existence of this
13:04:19 14 agreement to its employees?

13:04:22 15 A. To the employees as a whole?

13:04:24 16 Q. Correct.

13:04:27 17 A. Not that I remember.

13:04:31 18 Q. Did you ever tell any -- can you tell me about
13:04:33 19 any occasion in which you explained this agreement to
13:04:36 20 some employee of Pixar who was not a recruiter or in HR?

13:04:44 21 A. I don't remember specifically discussing it
13:04:46 22 with an employee, but if an employee had come to me and
13:04:50 23 said they were interested in a job at Lucasfilm, I would
13:04:53 24 have explained to them that eventually we would get a
13:04:57 25 call to know they were made an offer.

13:22:06 1 A. I don't remember specifically, but I -- but I
13:22:08 2 may have. But I don't remember discussing it with him.

13:22:13 3 Q. Did you ever talk with any other executives
13:22:14 4 at -- other than the recruiting and HR personnel who had
13:22:18 5 to know about it, did you talk to any other executives at
13:22:21 6 Pixar about the existence of this agreement?

13:22:23 7 A. I don't remember discussing it with any of the
13:22:25 8 other executives. I remember the one conversation with
13:22:28 9 Lois and Ed, but I don't remember discussing it with
13:22:30 10 anyone else.

13:22:32 11 MR. GLACKIN: Can I have Tab 27, please.

13:22:34 12 No. 27. This will be Exhibit 129.

13:24:05 13 (Exhibit 129 was marked for identification.)

13:24:06 14 MR. GLACKIN: For the record this is an email
13:24:08 15 dated December 11, 2007, Bates number PIX00002262.

13:24:52 16 THE WITNESS: Okay.

13:24:52 17 BY MR. GLACKIN:

13:24:52 18 Q. So first off, would you agree with me that this
13:24:54 19 is an email that you sent on or around December 11, 2007,
13:24:58 20 to Ms. Van der Voort at Lucasfilm?

13:25:01 21 A. Yes.

13:25:02 22 Q. And Ms. Van der Voort was the director of HR at
13:25:05 23 Lucasfilm?

13:25:06 24 A. I believe so. I don't know what her title was,
13:25:08 25 but, yes, she was the head of HR.

13:25:10 1 Q. And I believe you said she had joined the
13:25:12 2 company sometime in 2007, replacing Ms. Coker?

13:25:16 3 A. I don't know when she joined, but she replaced
13:25:19 4 Sharon Coker.

13:25:20 5 Q. Okay. So directing your attention to the
13:25:23 6 second page which says, "Lucasfilm candidate process," it
13:25:27 7 says, "Our gentleman's agreement with the Lucas companies
13:25:29 8 has been as follows." Did you create this page?

13:25:32 9 A. I did.

13:25:33 10 Q. PIX00002263?

13:25:35 11 A. I did.

13:25:36 12 Q. When did you create this?

13:25:39 13 A. I don't remember specifically.

13:25:41 14 Q. Okay. Why did you create it?

13:25:48 15 A. I think I created it to give to the recruiting
13:25:54 16 team so they would know what the gentleman's agreement
13:25:56 17 was.

13:25:57 18 Q. Where did you obtain this information about the
13:26:00 19 terms of the gentleman's agreement? Did you get it from
13:26:02 20 Mr. Catmull?

13:26:04 21 A. I don't remember getting it from Ed. I don't
13:26:06 22 remember where I got it. I could have gotten it from one
13:26:08 23 of the recruiters who was there before I got there, who
13:26:11 24 told me what the practice was.

13:26:13 25 Q. I see. And, to your knowledge, does this

13:26:16 1 accurately summarize the terms of that gentleman's
13:26:18 2 agreement?

13:26:19 3 A. I think so.

13:26:21 4 MR. GLACKIN: Okay. I'm going to show you now
13:26:27 5 40. You can put that aside. There should be an
13:26:28 6 attachment with it. We'll skip this. We have an
13:26:55 7 attachment issue. We'll skip that one.

13:26:58 8 MS. HENN: If there is something you need to
13:26:59 9 print, perhaps I can --

13:27:02 10 MR. GLACKIN: Maybe at a break. That would be
13:27:03 11 great. Thanks, Emily.

13:27:26 12 26? This will now be Exhibit 130.

13:27:32 13 (Exhibit 130 was marked for identification.)

13:28:43 14 THE WITNESS: Okay.

13:28:45 15 BY MR. GLACKIN:

13:28:46 16 Q. So, first of all, is this an email at the top
13:28:48 17 that you sent to Ms. Fisher and some other recipients on
13:28:51 18 or around December 11th of 2007?

13:28:54 19 A. I don't remember it, but, yes, I think I would
13:28:57 20 have sent it.

13:28:58 21 Q. And you sent it in the ordinary course of your
13:29:00 22 business as a Pixar employee?

13:29:01 23 A. Yes.

13:29:03 24 Q. Did you write there -- you see where you wrote
13:29:06 25 there in the very -- the very top, "FYI, We have an

13:29:10 1 agreement among our two companies not to directly solicit
13:29:13 2 talent from each other, but if an employee of one company
13:29:17 3 applies to the other company on their own, that company
13:29:19 4 can consider the person. We just won't get into bidding
13:29:23 5 wars for the employee."

13:29:27 6 Did you write that?

13:29:27 7 A. I think I must have, yes.

13:29:29 8 Q. Do you agree with me that one of the effects of
13:29:31 9 this agreement was to prevent bidding wars between
13:29:34 10 Lucasfilm and Pixar for their employees?

13:29:38 11 A. No.

13:29:38 12 Q. No?

13:29:39 13 A. I won't agree with that. I don't know why I
13:29:41 14 wrote that. That's not what my understanding of the
13:29:43 15 agreement was.

13:29:44 16 Q. So you think what you wrote here is wrong?

13:29:46 17 A. Yeah. I -- I don't think the agreement was to
13:29:49 18 prevent bidding wars.

13:29:52 19 Q. How is it not to prevent bidding wars?

13:29:55 20 A. Well, that's just not something we ever -- I
13:29:57 21 ever thought about or talked about, so I don't know why I
13:30:01 22 wrote that here.

13:30:02 23 Q. Okay. Those are your words, "bidding wars"?

13:30:07 24 A. They are. It is.

13:30:08 25 Q. And wasn't part of the agreement with Lucasfilm

13:30:11 1 that you would not engage in iterative bidding with one
13:30:15 2 another for the services of an employee? You'd stop it?

13:30:21 3 A. Part of our gentleman's agreement was that we
13:30:23 4 didn't counter, as a normal course of practice, that's
13:30:27 5 correct.

13:30:27 6 Q. That would --

13:30:27 7 A. I can't speak to whether that, you know,
13:30:30 8 prevents bidding wars or not.

13:30:32 9 Q. Well, if the two employees were countering back
13:30:35 10 and forth, making better and better offers to the
13:30:37 11 employee, that would be a bidding war, wouldn't it?

13:30:40 12 A. It depends on how you define "bidding war." If
13:30:43 13 it would go back and forth -- you know, it just never
13:30:45 14 happened, so I don't know.

13:30:47 15 Q. Well, how do you define "bidding war"?

13:30:49 16 A. Well, I generally don't think about bidding
13:30:52 17 wars or -- or the definition of bidding wars.

13:30:56 18 Q. What did you mean when you wrote "bidding wars"
13:30:58 19 in this email?

13:30:59 20 A. I -- I don't know, actually. I don't -- I'm
13:31:02 21 surprised to see that, frankly. It was not my -- it was
13:31:09 22 not my belief or is not my belief that the gentleman's
13:31:11 23 agreement was there to prevent bidding wars.

13:31:16 24 Q. Did someone else at Pixar use that terminology
13:31:18 25 around you that caused you to put it into this email?

13:31:21 1 A. Not that I remember.

13:31:29 2 Q. Well, if the purpose of the agreement wasn't to
13:31:31 3 prevent bidding wars, what was the purpose of the
13:31:34 4 agreement?

13:31:36 5 A. I don't know specifically, but I -- I think
13:31:39 6 that, you know, Lucasfilm gave birth to Pixar, and we
13:31:44 7 were on friendly terms with them, and we shared a campus
13:31:47 8 for a time with them, and I think we were just, you know,
13:31:52 9 not competing with them in that way.

13:32:07 10 MR. GLACKIN: Okay. We can move on.

13:32:15 11 32, please.

13:32:40 12 THE REPORTER: This is Exhibit 131.

13:32:43 13 MR. GLACKIN: 131, right.

13:32:44 14 (Exhibit 131 was marked for identification.)

13:32:59 15 THE WITNESS: Okay.

13:33:00 16 BY MR. GLACKIN:

13:33:01 17 Q. Is this an email that you received from Sharon
13:33:03 18 Coker at Lucasfilm on or around July 28th of 2005?

13:33:08 19 A. I don't remember receiving it, but based on
13:33:11 20 this, I assume I did.

13:33:13 21 MR. GLACKIN: Okay. And for the record, this
13:33:14 22 is Bates numbered PIX00009416.

13:33:21 23 Q. Is this an example of the kind of notification
13:33:23 24 that would have been made or that was made about employee
13:33:29 25 applications pursuant to your gentleman's agreement with

13:33:31 1 Lucasfilm?

13:33:32 2 A. No. This isn't normally what would have
13:33:36 3 happened.

13:33:37 4 Q. Okay. Well, can you tell us anything about the
13:33:39 5 circumstances that gave rise to this email?

13:33:41 6 A. No, I'm sorry, I don't remember this situation.

13:33:44 7 Q. Okay. You don't remember the offer being
13:33:46 8 extended to Mr. Molholm?

13:33:48 9 A. I do not.

13:33:50 10 Q. Well, and do you see here Ms. Coker writes,
13:33:52 11 "And can I also confirm your understanding that once you
13:33:55 12 have extended an offer, you will not counter? Thanks."

13:33:58 13 That was the agreement with Lucasfilm, right,
13:34:02 14 that if you -- you would not counter their counter. You
13:34:05 15 were going to make one offer only to Mr. Molholm,
13:34:08 16 correct?

13:34:08 17 A. I don't know if I would have spoken to Sharon
13:34:12 18 to say that was part of the agreement, but I may have
13:34:15 19 said, our practice is not -- is to make a good offer
13:34:19 20 upfront and -- and to not change it.

13:34:21 21 Q. Well --

13:34:24 22 A. So I don't know that I said this to her in the
13:34:25 23 context of the agreement.

13:34:27 24 Q. I understand there is nothing in here about you
13:34:28 25 saying anything to her at all. This is an email from her

13:34:31 1 to you. What I'm asking you is, at the time, in 2005,
13:34:35 2 was that, in fact, your understanding, that once Pixar
13:34:39 3 made an offer, they would not counter? In other words,
13:34:42 4 they would not make another offer to Mr. Molholm if Lucas
13:34:47 5 made some kind of counter-offer.

13:34:49 6 That was the understanding at the time, right?

13:34:51 7 A. We had a practice of not making an additional
13:34:54 8 offer to someone, that's correct.

13:34:55 9 Q. Okay.

13:34:55 10 A. At that time.

13:34:56 11 Q. I'm just not really clear. Was that a part of
13:34:59 12 the understanding or was that just your unilateral
13:35:02 13 practice?

13:35:03 14 A. Both.

13:35:04 15 Q. Okay.

13:35:04 16 A. I think it was a part of the gentleman's
13:35:06 17 agreement, yes.

13:35:08 18 Q. Okay. So was this a typical kind of
13:35:11 19 notification that you would have received from Ms. Coker,
13:35:14 20 or was this unusual?

13:35:15 21 A. This was unusual, because if we made an offer
13:35:17 22 to someone, we would usually make the call, that we had
13:35:21 23 made the offer, and this is her saying she believes
13:35:23 24 someone got an offer, which would not normally be the way
13:35:27 25 it would go.

13:35:28 1 Q. I see. Okay.

13:35:30 2 How often did you talk to Sharon Coker about
13:35:32 3 this gentleman's understanding or gentleman's agreement?

13:35:36 4 A. I don't remember. Not frequently.

13:35:39 5 Q. A few times a year?

13:35:40 6 A. No. I wouldn't think so.

13:35:43 7 Q. Less than that?

13:35:45 8 A. Maybe once, and then there wouldn't be reason
13:35:48 9 to discuss it.

13:35:51 10 MR. GLACKIN: Okay. Could I have 12, please.

13:35:55 11 (Exhibit 132 was marked for identification.)

13:36:12 12 MR. GLACKIN: This will be Exhibit 132.

13:36:40 13 THE WITNESS: Okay.

13:36:42 14 MR. GLACKIN: So first off, this is a document
13:36:44 15 that is Bates numbered PIX00009490.

13:36:49 16 Q. Do you agree with me that this is an email
13:36:51 17 that -- or an email exchange between yourself and Karen
13:36:55 18 Chelini on or around November 16, 2005, that you sent in
13:36:59 19 the ordinary course of your business?

13:37:00 20 A. I don't remember it, but, yes, I think this is
13:37:03 21 something I sent.

13:37:05 22 Q. Can you tell us anything about the background
13:37:06 23 of this email?

13:37:09 24 A. No, I don't remember this situation.

13:37:11 25 Q. You don't remember the hiring or any offer

13:44:17 1 A. I don't remember that. I -- I didn't. I
13:44:20 2 didn't interact with Steve. So I don't remember needing
13:44:23 3 to get his approval. But it -- it really didn't come up.

13:44:26 4 Q. So what caused you to believe that your CEO
13:44:29 5 would become angry or frustrated if you hired someone
13:44:33 6 from Apple?

13:44:34 7 A. I had just heard stories about Steve's behavior
13:44:38 8 or getting angry about different things, and that that
13:44:41 9 might be something he would be angry about.

13:44:44 10 Q. Who did you hear that from?

13:44:46 11 A. I don't remember specifically.

13:44:51 12 Q. So are you -- were you aware that there was a
13:44:56 13 formal practice in place that an Apple employee could not
13:45:02 14 be hired without clearing the hire through Mr. Jobs?

13:45:04 15 A. I don't remember a formal practice like that.

13:45:08 16 Q. Okay. Did you ever discuss -- so this was --
13:45:13 17 you just thought that this was going to make Mr. Jobs
13:45:15 18 upset. That was your --

13:45:18 19 A. That was primarily my motivation, yes.

13:45:22 20 Q. Would anyone else have been upset?

13:45:26 21 A. That we would hire an Apple person?

13:45:28 22 Q. Yes, anybody else at Pixar.

13:45:29 23 Would Mr. Catmull have cared, for example?

13:45:32 24 A. I don't know.

13:45:33 25 Q. Did you ever talk to Mr. Catmull about this

13:45:35 1 belief/practice?

13:45:37 2 A. Not that I remember specifically. I may have,
13:45:39 3 but I don't remember talking to him about it.

13:45:41 4 Q. Did you talk to anybody else at Pixar about it?

13:45:45 5 A. I heard it somewhere, so I -- or, you know -- I
13:45:48 6 heard it somewhere, but I don't remember who I spoke to
13:45:51 7 about it.

13:45:57 8 Q. Did this -- did you ever actually -- are you
13:46:02 9 aware of ever actually having to obtain Mr. Jobs'
13:46:06 10 approval to hire someone from Apple?

13:46:08 11 A. Not that I remember.

13:46:12 12 Q. Did there come a time when you were no longer
13:46:14 13 concerned about this?

13:46:16 14 A. Yes.

13:46:17 15 Q. When was that?

13:46:19 16 A. Sometime after Steve Jobs was no longer our
13:46:22 17 CEO.

13:46:30 18 Q. Did -- did this work both ways? Were you --
13:46:35 19 did -- did Apple ever hire Pixar employees?

13:46:39 20 A. I don't remember. But I -- I don't know that
13:46:42 21 it worked both ways. It was -- we just were cautious
13:46:47 22 with Apple employees. I don't know if Apple was similar.

13:46:54 23 Q. Was it -- was this belief/practice limited to
13:46:56 24 any particular categories of Apple employees?

13:47:00 25 A. Not -- no, I don't think so.

13:47:03 1 MR. GLACKIN: Let's do No. 10. Wait. Hold on.

13:47:42 2 Let's do No. 11. What will this be?

13:47:55 3 THE REPORTER: Exhibit 133.

13:47:56 4 (Exhibit 133 was marked for identification.)

13:48:45 5 THE WITNESS: Okay.

13:48:45 6 BY MR. GLACKIN:

13:48:46 7 Q. So your -- this is a document that is Bates

13:48:48 8 numbered PIX00002210. It is an email exchange between

13:48:54 9 Mr. Look and Mr. Catmull. Who is Mr. Look?

13:48:57 10 A. Howard Look was the head of our Studio Tools

13:49:00 11 Group.

13:49:03 12 Q. Mr. Catmull apparently writes to Mr. Look, "If

13:49:06 13 I talk to Steve, he will want the name of the guy. My

13:49:09 14 guess is that Steve will approve it if he knows that he's

13:49:12 15 going to lose him, but we'll have to go through the step

13:49:16 16 of Apple knowing what is happening."

13:49:18 17 Are you aware that there was a practice or

13:49:20 18 understanding that if an Apple employee wanted to work at

13:49:24 19 Pixar, Apple needed to be informed?

13:49:26 20 A. I don't remember that, no.

13:49:28 21 Q. Nobody ever talked to you about that?

13:49:30 22 A. Not that I ever recall.

13:49:32 23 MR. GLACKIN: Okay. You can put that aside.

13:49:42 24 No. 15. Is this Exhibit 134?

13:49:56 25 THE REPORTER: Yes.

14:32:56 1 your subordinates with respect to any companies other
14:32:59 2 than Apple?

14:33:02 3 A. I don't think so.

14:33:06 4 Q. Why Apple, then? Why did you want Pixar to
14:33:12 5 operate this way with respect to Apple and Lucasfilm, but
14:33:15 6 not any other company?

14:33:16 7 A. Because Apple -- Steve Jobs and Apple were a
14:33:20 8 very important part of Pixar, and I felt like we should
14:33:25 9 be respectful that way.

14:33:28 10 Q. Did you discuss this policy or practice of
14:33:32 11 yours with anyone else at Pixar, other than the
14:33:36 12 recruiters to whom you conveyed it?

14:33:39 13 A. Not that I remember.

14:33:39 14 Q. You didn't talk to any of your superiors about
14:33:43 15 it?

14:33:43 16 A. Not that I remember.

14:33:44 17 Q. Did you talk to anybody at Apple about it?

14:33:46 18 A. At Apple?

14:33:47 19 Q. At Apple. Aside from Ms. Lambert. I
14:33:50 20 understand you say you didn't talk to her about it. Di
14:33:52 21 you talk to anybody else about it?

14:33:54 22 A. No, not that I remember.

14:33:55 23 MR. GLACKIN: Okay. Can we have Tab 23,

14:34:10 24 please. So this will be Exhibit 139.

14:34:41 25 (Exhibit 139 was marked for identification.)

14:35:00 1 THE WITNESS: Okay.

14:35:00 2 MR. GLACKIN: For the record, this is a
14:35:01 3 document Bates numbered PIX00004883.

14:35:08 4 BY MR. GLACKIN:

14:35:09 5 Q. This is an email, dated April 30th, 2007.

14:35:13 6 Ms. McAdams, do you agree that this is an email
14:35:15 7 that you sent in the ordinary course of your business on
14:35:18 8 or around April 30th of 2007?

14:35:20 9 A. I don't remember this email, but I have seen it
14:35:23 10 in the course of this case or situation. And, yes, I
14:35:27 11 believe I sent it.

14:35:28 12 Q. That's your email address in the "From" field,
14:35:30 13 right?

14:35:30 14 A. Yes. Uh-huh.

14:35:32 15 Q. And the prime recipient is -- appears to be a
14:35:35 16 distribution list "recruiting divas."

14:35:38 17 A. Uh-huh.

14:35:38 18 Q. Who is that?

14:35:39 19 A. That was my recruiting team.

14:35:43 20 Q. No "divos" on that team?

14:35:47 21 A. It's not called that anymore. I inherited
14:35:49 22 that. I changed it.

14:35:52 23 Q. And then there is a few other people who are
14:35:55 24 copied on it, Ms. Perkins-Youman, Ms. Hemphill,
14:36:00 25 Ms. Sheehy.

14:36:01 1

A. Uh-huh.

14:36:02 2

Q. You already told us who Ms. Sheehy is. Were

14:36:04 3

those other two women also part of your team?

14:36:07 4

A. In HR, correct.

14:36:10 5

Q. You see the subject is "Apple gentleman's

14:36:12 6

agreement," right?

14:36:14 7

A. Uh-huh. Yes.

14:36:14 8

Q. And you wrote that, right?

14:36:15 9

A. I did.

14:36:16 10

Q. And then you say, "Hi, all, I just got off the

14:36:19 11

phone with Danielle Lambert, and we agreed that effective

14:36:22 12

now, we'll follow a gentleman's agreement with Apple that

14:36:24 13

is similar to our Lucasfilm agreement."

14:36:27 14

Now, is this -- does this relate to the

14:36:29 15

conversation you were just testifying about?

14:36:31 16

A. I don't remember that this is tied to that

14:36:35 17

conversation, but it says that.

14:36:36 18

Q. Well, did you talk to Ms. Lambert on or around

14:36:39 19

April 30th of 2007?

14:36:40 20

A. I don't remember when I spoke to her, but I

14:36:43 21

remember speaking to her.

14:36:44 22

Q. Have you -- how many times in your life have

14:36:45 23

you talked to Ms. Lambert?

14:36:47 24

A. Oh, I can count on one hand, probably.

14:36:50 25

Q. Well, you've told us about two.

14:36:51 1 A. Yeah.

14:36:52 2 Q. Are there any other times you've talked to her?

14:36:54 3 A. Not that I remember.

14:36:55 4 Q. So as far as you know, this relates to the
14:36:58 5 conversation you were just testifying about?

14:37:00 6 A. I think so.

14:37:01 7 Q. Okay. So are you now willing to admit that you
14:37:06 8 agreed with Ms. Lambert that effective April 30th of
14:37:10 9 2007, "we'll follow a gentleman's agreement with Apple
14:37:14 10 that is similar to our Lucasfilm agreement"?

14:37:18 11 MS. HENN: Objection. Argumentative.

14:37:19 12 THE WITNESS: I don't remember coming to an
14:37:21 13 agreement of any sort with Danielle Lambert to follow a
14:37:26 14 gentleman's agreement.

14:37:27 15 BY MR. GLACKIN:

14:37:27 16 Q. You don't remember today ever doing that.

14:37:29 17 A. I don't.

14:37:30 18 Q. Do you think you were -- do you agree with me
14:37:33 19 that this is completely inconsistent with your testimony,
14:37:37 20 this email is completely inconsistent with your testimony
14:37:40 21 that there was no such agreement?

14:37:42 22 MS. HENN: Same objection.

14:37:43 23 THE WITNESS: I -- I don't remember that --
14:37:47 24 that I -- I had any form of an agreement with Apple or
14:37:51 25 that I had a conversation about a gentleman's agreement

1 I, Rosalie A. Kramm, Certified Shorthand
2 Reporter licensed in the State of California, License No.
3 5469, hereby certify that the deponent was by me first
4 duly sworn and the foregoing testimony was reported by me
5 and was thereafter transcribed with computer-aided
6 transcription; that the foregoing is a full, complete,
7 and true record of said proceedings.

8 I further certify that I am not of counsel or
9 attorney for either of any of the parties in the
10 foregoing proceeding and caption named or in any way
11 interested in the outcome of the cause in said caption.

12 The dismantling, unsealing, or unbinding of the
13 original transcript will render the reporter's
14 certificates null and void.

15 In witness whereof, I have hereunto set my hand
16 this day: August 9, 2012.

17 ___X___ Reading and Signing was requested.

18 _____ Reading and Signing was waived.

19 _____ Reading and signing was not requested.

20

21

22

ROSALIE A. KRAMM

23

CSR 5469, RPR, CRR

24

25